



<b>Local Agency Preliminary Engineering Participating Agreement Work by WSDOT - Actual Cost</b>		Local Agency Name & Address
Agreement Number		Section/Location
State Route	Control Section Number	
Region	Surety Bond	Attachments made a part of this agreement Exhibit A Estimate of Costs Exhibit B Description of Work Exhibit C Plan / Vicinity Map
Advance Payment Amount		

This Agreement is made and entered into between the Washington State Department of Transportation (WSDOT) and the above named governmental entity (Local Agency), individually the 'Party' and collectively the 'Parties'.

**Recitals**

1. The Local Agency has requested that WSDOT perform certain work as described herein, and/or is responsible for a portion of the work as provided for under WAC 468-18-040(5)(d).
2. The Local Agency is obligated for the cost of work described herein.

Now Therefore, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, It Is Mutually Agreed As Follows:

**1. General**

- a. WSDOT, as agent acting for and on behalf of the Local Agency, agrees to perform the work as shown in Exhibit B Description of Work.
- b. Plans, specifications and cost estimates shall be prepared by WSDOT in accordance with the current Washington State Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted.
- c. The Local Agency agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance to WSDOT which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this Agreement.
- d. If a letter of acceptance is not received by WSDOT within 90 days following completion of the work, the work will be considered accepted by the Local Agency and shall release WSDOT from all future claims and demands of any nature resulting from the performance of the work under this Agreement.
- e. The Local Agency may withhold this acceptance of work by submitting written notification to WSDOT within the 90-day period. This notification shall include the reasons for withholding the acceptance.

## **2. PAYMENT**

- a. The Local Agency, in consideration of the faithful performance of the work to be done by WSDOT, agrees to reimburse WSDOT for the actual direct and related indirect cost of the work as shown in Exhibit A Estimate of Cost.
- b. Partial payments shall be made by the Local Agency, upon request of WSDOT, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.
- c. The Local Agency agrees to make payment for the work to be done by WSDOT within thirty (30) days from receipt of billing from WSDOT.
- d. The Local Agency agrees that if payment for the work is not made within ninety (90) days after receipt of billing WSDOT may withhold any tax monies which the Local Agency is entitled to receive from the Motor Vehicle Fund until payment for the work is received by WSDOT. If the Local Agency is not entitled to receive Motor Vehicle Funds, a surety bond in the amount shown above written by a surety company authorized to do business in the state of Washington shall be furnished to WSDOT prior to execution by WSDOT of this agreement. The bond shall remain in force until written release by WSDOT.
- e. Payment not made within thirty (30) days after receipt of billings shall be considered "Past Due" and bear interest at the rate of one percent per month or fraction thereof until paid pursuant to RCW 43.17.240.
- f. The Local Agency agrees to pay WSDOT the "Advance Payment Amount" stated above within 20 days after WSDOT submits its first partial payment request to the Local Agency, when applicable.
- g. The advance payment represents approximately fifteen (15) percent of the estimate of cost and covers costs incurred by WSDOT in the initial stages of the project. The advance payment will be carried throughout the life of the project with final adjustment made in the final payment.

## **3. EXTRA WORK**

- a. In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit A, this Agreement will be modified by a supplement Agreement covering said increase.
- b. In the event it is determined that any change from the description of work contained in this Agreement is required, approval must be secured from the Local Agency prior to the beginning of such work. Where the change is substantial, written approval must be secured.
- c. Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by a written modification, change order or extra work order approved by the Local Agency.

## **4. RIGHT OF ENTRY**

The Local Agency hereby grants and conveys to WSDOT the right of entry upon all land which the Local Agency has interest, within or adjacent to the right of way of the highway, for the purpose of performing the preliminary engineering under this Agreement.

## **5. LEGAL RELATIONS**

No liability shall attach to WSDOT or the Local Agency by reason of entering into this Agreement except as expressly provided herein.

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party's date signed last below.

<b>LOCAL AGENCY</b>	<b>WASHINGTON STATE DEPARTMENT OF TRANSPORTATION</b>
Signature: _____  By: _____ Print Name  Title: _____  Date: _____	Signature: _____  By: _____ Print Name  Title: _____  Date: _____